

EXHIBIT C

SCOPE OF WORK DOCUMENT

ISSUE DATE: 1-30-15

Campus Square Buffalo, NY

SCOPE OF WORK – Asbestos Abatement & Mass Demolition Work Bid Package No. 1A

- ❖ Asbestos Abatement & Mass Demolition Work on this project is to include but not be limited to the work as indicated on the **Existing drawings** as listed in the Project Document Log: Additionally comply with the bid documentation as follows:
- ❖ In general “if specified and indicated on the contract drawings” the following “**BASE BID**” work is to be performed by the contractor for “Asbestos Abatement & Mass Demolition Work”.

- **Base Bid - Include “ALL” Bid Package #1A Asbestos abatement & Mass Demolition Work as indicated on the contract drawings and attached Asbestos Survey report by AMD Environmental dated 1/21/2015 as called for in this specific Scope of Work.**
- **Alternates:**
- **Unit Prices:**

□ **R & P OAK HILL DEVELOPMENT BIDDING REQUIREMENTS:**

Asbestos Abatement & Mass Demolition Work contractor shall provide ALL work, complete, as required in these Bidding Requirements, including the following.

- The Asbestos Abatement & Mass Demolition Work contractor **is** to include New York State sales tax in their proposal. A tax exempt certificate will NOT be issued to the Asbestos Abatement & Mass Demolition Work contractor at the time of issuance of the subcontract agreement.

SPECIAL NOTE:

Attendance at the Pre-Construction Conference as Indicated on the Invitation to Bid is mandatory.

□ **Bid Proposal Breakdown:**

Asbestos Abatement & Mass Demolition Work contractor shall delineate all costs associated with their bid proposal as follows:

- **Lump Sum Bid:**

- Provide a (2) Phased Proposal for the Work as indicated below:
 - Phase (1) includes the proper asbestos abatement work in the (3) buildings adjacent to Ellicott Street, cut and cap of the utilities to include water, electric, sewer, gas, cable and phone, complete demolition of the structures and all related items, leaving the basements intact but fracturing the floors, then this contract is to fill the basements with # 3 & 4 stone to the top of the existing foundation walls. This includes Buildings 1, 2, & 3.
 - Phase (2) is the same as above as indicated on the site layout plan. This includes Buildings 4 & 6.

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- Note: Buildings are to be abated first and abatement is dependent on the availability of empty apartments – there is no guarantee that entire buildings will be available. The scenario will most likely be scattered apartments thru each phase.
- Upon completion of abatement in each apartment all at grade windows and doors will be properly secured to prevent any access to the apartment interiors.
- Include costs within your proposal for any and all electrical – temporary power, lighting and consumption charges, water – temporary service and consumption charges
- Provide an anticipated number of work days required to complete the Asbestos Abatement & Mass Demolition Work.

Anticipated Schedule:

Owner Approval: 2/10/15

Award and State Notification: 2/11/15

Start Abatement: 2/23/15

First Day Buildings will be available for full demolition: 3/10/15 Phase I

First Day Buildings will be available for full demolition: 3/25/15 Phase II

All Work complete: 4/10/15

□ EXISTING CONDITIONS:

- **Asbestos Abatement**

Asbestos Abatement & Selective Demolition Work contractor shall provide ALL Work, complete, as clarified as follows:

- **Include all Asbestos abatement as identified in Pre-Demolition Asbestos Sampling Report – Prepared by AMD Environmental dated January 21, 2015.**
- All removal, transportation and disposal of asbestos containing materials shall be done in accordance with New York State Department of Labor Industries Code Rule 56, New York State Department of Environmental Conservation Regulations and all other applicable local, state and federal regulations.
- Buildings must be left completely free of any and all Asbestos Containing Materials ready for Mass Demolition.
- Removal, transportation and disposal of asbestos containing materials shall be performed only by licensed contractors.

- **Polychlorinate Biphenyl (PCB) Remediation**

Asbestos Abatement & Mass Demolition Work contractor shall provide ALL Work, complete, as required to legally remove and dispose of this item, should this material be encountered during any operations.

□ **PROJECT SPECIFIC INFORMATION – ASBESTOS ABATEMENT AND SELECTIVE DEMOLITION WORK – BID PACKAGE NO. 1A:**

- **General:**

- **All dumpsters necessary** to perform the work of the Asbestos Abatement & Selective Demolition Work contract will be provided by the Asbestos Abatement Work contractor.

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- The Asbestos Abatement & Selective Demolition Work contractor is required to furnish any and all necessary demolition equipment (i.e., hand tools, dump carts, demolition chutes, power tools, compressors etc.) required to perform the Asbestos Abatement & Selective Demolition Work.
- The Asbestos Abatement & Selective Demolition Work contractor shall provide sufficient skilled manpower to perform all the Asbestos Abatement & Selective Demolition Work. The base bid will assume that the work will be performed during a day (1st.) shift 7am-3:30pm. After hours work is available with a minimum 48 hour notice to the Construction Manager.
- **IMPORTANT:** As of April 22, 2010 any contractor (including Asbestos Abatement & Selective Demolition Contractors), that performs renovation, repair or painting in homes, child care facilities and schools that were built prior to 1978 and that a child the age of six years old resides in or visits regularly, to be licensed by the EPA and EPA certified “renovators” directing the work to be performed. BP #1A contractor shall comply with this EPA requirement.
- The Asbestos Abatement & Selective Demolition Work **contractor is to broom clean the entire work area upon completion of the Asbestos Abatement & Selective Demolition Work** and obtain all final clearance reports.
- BP #1A shall maintain **current licenses** as required.
- BP # 1A is responsible to **apply, and pay for any and all variance requests.**
- BP #1A is responsible for all **official notifications** as required.
- BP #1A is responsible to provide to Owner **air sampling, inspection reports, transportation and disposal receipts and final approvals** at the end of BP #1A’s work.
- **Demolition:**
 - Asbestos Abatement & Selective Demolition Work Contractor shall **provide all demolition work per below:**
 - Buildings 1, 2, 3, 4, & 6 are to be completely removed and legally disposed with the exception of the basement walls. The basement floor is to be fractured and left in place and the existing basements are to be filled completely to the top of the existing foundation walls with # 3 & 4 stone. Include any items within the basement as demolition; this may include furnaces, steel columns, vents, piping, etc.
 - All utilities are to be cut and capped to include gas, electric, telephone, cable, storm sewer and sanitary sewer.
 - All required City of Buffalo Permits are to be obtained and paid by this contractor, including any required bonds.
 - No demolition materials will be left in the basement area; prior to backfill operations this contractor will have the basements inspected and signed off ready for backfill by RPOHD personnel.
- The Asbestos Abatement & Mass Demolition Work contractor shall provide sufficient skilled manpower to perform all the Asbestos Abatement & Mass Demolition Work included in Bid Package No.1A in accordance with the attached bid period (anticipated) construction schedule which indicates an approximate on-site start date of **2-23-15** and an overall project substantial completion date of **4-10-15**.
- **IMPORTANT: REFER TO THE ATTACHED R & P OAK HILL DEVELOPMENT, LLC “PROJECT SPECIAL CONDITIONS DOCUMENT” FOR GENERAL PROJECT**

SCOPE OF WORK DOCUMENT**ISSUE DATE: 1-30-15****INFORMATION AND REQUIREMENTS FOR ALL BID PACKAGE SUBCONTRACTORS AND MATERIAL SUPPLIERS.****□ Project specific information for installing subcontractors:**

- Any Required Temporary Power Service and Temporary power and lighting will be Furnished, Installed, Maintained, and Removed by this contractor unless specifically described to the contrary elsewhere in this scope of work document). Temporary heat, fuel for temporary heating, and related temporary protection (“If” necessary), temporary water source will be provided by this contractor for their work. All Utility consumption costs → i.e., electric, water, natural gas will be paid for by this contractor.
- All deliveries and construction site access shall be made in accordance with the project directional signs and as directed by R & P Oak Hill Development, LLC project supervision.
- Temporary sanitary facilities will be provided by R & P Oak Hill Development, LLC for use by on-site construction personnel. These facilities are to be kept clean at all times.
- R & P Oak Hill Development, LLC will designate certain areas within the project work site for “staging of materials and equipment”, and for temporary parking for contractor pickup trucks, vans etc. and delivery vehicles.
- Project work hours will be 7:00 am to 3:30 pm unless modified by R & P Oak Hill Development, LLC on site project supervisory personnel.
- Dumpsters for “general” construction debris and / or Dumpsters for “re-cycled materials” will be provided by R & P Oak Hill Development, LLC EXCEPT where specified in a specific Bid Package to the contrary.
- IMPORTANT: Attendance at weekly or bi-weekly (Note: To be determined by R & P Oak Hill Development, LLC) project coordination meetings is a “**Mandatory Requirement**” for each and every project **material supplier and / or subcontractor.** Failure to have a “qualified individual” in attendance at the noted meetings will result in a \$50.00 penalty per meeting missed. Contractor purchase order and / or subcontract amounts will be adjusted by “deduct change order” upon project substantial completion.
- ALL contractors are to provide all workmen with the necessary PPE (personnel protective equipment) (as required by OSHA) to perform the Site Work (i.e., hardhats, safety glasses, hearing protection, work shoes etc.)
- ALL contractors are to provide full time supervision of their on-site work force at all times during the project
- ALL bid package subcontractors shall **provide sufficient skilled manpower to perform all the work** of their individual bid package installation work. **IMPORTANT IF a contractor fails to provide sufficient manpower and / or equipment to perform the work of the bid package in accordance with the project schedule R&POH after proper notification (as defined in the R&POH Master Subcontract Agreement) will take the necessary steps to have the work accomplished within the constraints of the schedule.**
- ALL contractors are **responsible for daily cleanup of construction debris** resulting from onsite installation work operations.
- ALL contractors are responsible to provide any necessary maintenance and protection of traffic as required to perform the work of their specific contract

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- ALL contractors are responsible to acquire any & all necessary state, county, city and / or town permits required to perform the work of their specific contract (including all costs associated with these permits). Include the NYS-DOL official notification requirements.
- ALL contractors are responsible to Include any and all **necessary temporary barricades and / or fencing necessary to perform the work of their specific contract.**
- ALL contractors are responsible to provide any and all **necessary temporary shoring and bracing** (Including equipment, materials, and labor to erect and dismantle) **necessary to perform the work of their specific contract**
- ALL contractors are responsible to perform the work of their specific contract in accordance with ALL the latest OSHA requirements and N.Y. State Department of Labor requirements.



R & P Oak Hill Development, LLC

3556 Lakeshore Road, Suite 620
Buffalo, NY 14219
(716) 822-4966
(716) 822-4367 fax

February 13, 2015

Job No.: TBD 0404-02
Cost Code: 02050 - 1A

PLEASE REFERENCE THIS NUMBER ON ALL CORRESPONDENCE INCLUDING INVOICES

WORK ORDER

To: Empire Building Diagnostics

PO Box 412

2 Main Street

Depew, NY 14043

("SUBCONTRACTOR")

Project: Campus Square – Bid Package 1A Demolition

Project Location: 38 Holloway Boulevard, Buffalo, NY 14209

Owner: Campus Square LLC, and Campus Square Affordable, LLC, 500 Delaware Ave, Buffalo, NY 14202

This Work Order is subject to the terms and conditions of the Master Subcontract Agreement entered into between Contractor and Subcontractor. This Work Order and Master Subcontract Agreement represent the sole Agreement between the parties and supersede all previous Agreements entered into, whether oral or written, in connection with the work to be performed.

Supply all labor, materials, equipment and supervision necessary to furnish and install all work in accordance with:

- Attachment "A" – Scope of Work dated 1-30-15
- Attachment "B" – Document Log dated 1-30-15
- Attachment "C" – Submittal Procedures - Not Applicable
- Attachment "D" – Schedule dated 1-30-15 included in Scope of Work

• This project is:

➤ Taxable.

- Requisition and/or Invoice date is based on the end of the month. Retention is 10 %.
- Payment is based on MSA Terms. Payment is due seven (7) days after we receive payment from the Owner.
- The project start date shall commence on February 24, 2015 and the project overall completion shall be April 10th, 2015. The Subcontractor shall perform their work as required to meet the project overall completion including allowing sufficient time for subsequent work of other Subcontractors.
- If required the Subcontractor shall furnish a Performance Bond and a Payment Bond each in the amount of: -0-
- Subcontractor will not be permitted on jobsite until this work order is executed and all R & P Oak Hill Development, LLC insurance requirements met. Please return executed work order to William Gannon.

cc: _____, Project Manager (Phone #) and _____, Superintendent (Phone #)

INVOICING (MUST BE MAILED OR HAND DELIVERED TO THE ABOVE ADDRESS - ORIGINAL COPIES ONLY, FAXED COPIES CANNOT BE APPROVED FOR PAYMENT): No later than the 25th of each month - Invoicing up to the 25th will be included in R & P Oak Hill's end of the month invoice to the Owner, any invoicing received after the 25th will not be included to the Owner until the end of the following month and due to R & P Oak Hill Development, LLC & Subcontractor 30 days thereafter.

PRICE: In full payment for the work the sum to be paid by the Contractor to the Subcontractor shall be:

\$ 49,800.00

Forty – Nine thousand eight hundred and 00/100 dollars.....

Accepted: Empire Building Diagnostics

(Subcontractor)

R & P Oak Hill Development, LLC.

By: _____

By: _____

Gary R. Bichler, Partner

Date: _____

Date: _____



R & P Oak Hill Development, LLC

3556 Lakeshore Road, Suite 620
Buffalo, NY 14219
(716) 822-4966
(716) 822-4367 fax

ATTACHMENT "A" – SCOPE OF WORK

Cost Code: 02050 – 1A

DATE: February 13, 2015
TO: Empire Building Diagnostics
RE: Project Name: Campus Square – Bid Package Demolition
Project Number:

Empire Building Diagnostics shall provide the proper labor, material and equipment to perform the work as outlined below in BP1A to complete the demolition of the (5) existing wood frame buildings – leaving the basements in tacked but fracturing the floors. Demolition shall not begin until the Abatement Contractor has completed the ACM removal and a clearance letter has been issued by AMD Environmental. All debris must be removed from the basement and inspected by R & P Oak Hill Development.

SCOPE OF WORK – Asbestos Abatement & Mass Demolition Work **Bid Package No. 1A**

- ❖ Asbestos Abatement & Mass Demolition Work on this project is to include but not be limited to the work as indicated on the **Existing drawings** as listed in the Project Document Log: Additionally comply with the bid documentation as follows:
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- **Alternates:**
- **Unit Prices:**

❑ **R & P OAK HILL DEVELOPMENT BIDDING REQUIREMENTS:**

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- ❑ The Asbestos Abatement & Mass Demolition Work contractor **is** to include New York State sales tax in their proposal. A tax exempt certificate will NOT be issued to the Asbestos Abatement & Mass Demolition Work contractor at the time of issuance of the subcontract agreement.

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□ **Bid Proposal Breakdown:**

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• **Demolition:**

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- **IMPORTANT: REFER TO THE ATTACHED R & P OAK HILL DEVELOPMENT, LLC “PROJECT SPECIAL CONDITIONS DOCUMENT” FOR GENERAL PROJECT INFORMATION AND REQUIREMENTS FOR ALL BID PACKAGE SUBCONTRACTORS AND MATERIAL SUPPLIERS.**

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- ALL contractors are responsible to acquire any & all necessary state, county, city and / or town permits required to perform the work of their specific contract (including all costs associated with these permits). Include the NYS-DOL official notification requirements.
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- ALL contractors are responsible to provide any and all **necessary temporary shoring and bracing** (Including equipment, materials, and labor to erect and dismantle) **necessary to perform the work of their specific contract**

ALL contractors are responsible to perform the work of their specific contract in accordance with ALL the latest OSHA requirements and N.Y. State Department of Labor requirements